

CITY OF FAIRFIELD

RESOLUTION NO. 2014 – 148

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS
AND AWARDING A CONTRACT TO DIEDIE CONSTRUCTION, INC., FOR THE
DUNNELL NATURE PARK AND EDUCATION CENTER PROJECT**

WHEREAS, the bid opening for the Dunnell Nature Park and Education Center Project took place on June 5, 2014; and

WHEREAS, the apparent low bidder is Diedie Construction, Inc., in the amount of \$2,692,200; and

WHEREAS, staff has reviewed the bid from Diedie Construction, Inc., and found it to be in order, and

WHEREAS, staff is recommending that the City Council include all four additive alternates to the contract award, and award the contract to Diedie Construction Inc., as the lowest responsive and responsible bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Dunnell Nature Park and Education Center Project are hereby approved.

Section 2. The project is budgeted by a combination of \$1,343,120 Nature Education Facility grant funds and the balance by AB1600 Park funds accounted for in the adopted 2014/2015 Budget and Ten-Year Financial Plan in the Park's Capital Project Fund (251).

Section 3. The City Manager is authorized to enter into a contract with Diedie Construction, Inc., for the Dunnell Nature Park and Education Center in the amount of \$2,692,200 (base bid and additive alternatives #1, #2, #3, and #4).

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 1st day of July 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/~~Vaccaro~~/Bertani/Moy/~~Mraz~~

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Vaccaro, Mraz

ABSTAIN: COUNCILMEMBERS: NONE

Harry F. Nova
MAYOR

ATTEST:

Bruce L. Rees
CITY CLERK

pw

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

DUNNELL NATURE PARK & EDUCATION CENTER

Name of Bidder: Diede Construction, Inc.

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of THREE HUNDRED THIRTY FIVE (335) calendar days from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be the Total Base Bid Lump Sum amount **plus all** four Add Alternate bid amounts. The undersigned, however, understands that the City may approve or reject any or all of the Add Alternates in its discretion.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum Number 1, dated May 22, 2014

ADDENDUM NUMBER 2 DATED JUNE 2, 2014

DUNNELL NATURE PARK & EDUCATION CENTER

A. BASE BID

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents and hereby proposes to furnish all materials, labor, equipment, and perform all work in strict accordance with the said plans, specifications, and contract documents, including septic tank removal, if necessary, as described in the Instructions To Bidders, for the lump sum of:

TOTAL BASE BID LUMP SUM AMOUNT = \$ 2,640,000.⁰⁰
(INCLUDES A SEPARATE \$5,000 ALLOWANCE EACH FOR SEPTIC TANK REMOVAL,
WELL DESTRUCTION & ABANDONMENT, AND BUILDING DRY ROT REPLACEMENT)

B. ADD ALTERNATE #1

ITEM No.	ITEM OF WORK	UNIT	QUANTITY	ITEM PRICE	TOTAL PRICE
1.	FREESTANDING TRELLIS STRUCTURES	LS	ALLOW	21,500. ⁰⁰	21,500. ⁰⁰

TOTAL ADD ALTERNATE #1 BID LUMP SUM AMOUNT = \$ 21,500.⁰⁰

C. ADD ALTERNATE #2

ITEM No.	ITEM OF WORK	UNIT	QUANTITY	ITEM PRICE	TOTAL PRICE
1.	WINDOW REPLACEMENT – PROGRAM AREA 'A' ROOM 01, SOUTH WALL	LS	ALLOW	6,400. ⁰⁰	6,400. ⁰⁰

TOTAL ADD ALTERNATE #2 BID LUMP SUM AMOUNT = \$ 6,400.⁰⁰

D. ADD ALTERNATE #3

ITEM No.	ITEM OF WORK	UNIT	QUANTITY	ITEM PRICE	TOTAL PRICE
1.	PREFABRICATED STORAGE SHED	LS	ALLOW	15,400. ⁰⁰	15,400. ⁰⁰

TOTAL ADD ALTERNATE #3 BID LUMP SUM AMOUNT = \$ 15,400.⁰⁰

E. ADD ALTERNATE #4

ITEM No.	ITEM OF WORK	UNIT	QUANTITY	ITEM PRICE	TOTAL PRICE
1.	DECORATIVE CONCRETE FINISH AT NATURE EDUCATION CENTER PATIO	LS	ALLOW	8,900. ⁰⁰	8,900. ⁰⁰

TOTAL ADD ALTERNATE #4 BID LUMP SUM AMOUNT = \$ 8,900.⁰⁰

TOTAL BASE BID LUMP SUM AMOUNT AND TOTAL ADD ALTERNATES BID LUMP SUM AMOUNT

(INCLUDING ADD ALTERNATES #1 THROUGH #4) = \$ 2,692,200.⁰⁰
(FOR DETERMINATION OF BID AWARD)

Bidder shall complete the form for each schedule legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

DIODE

DUNNELL NATURE PARK & EDUCATION CENTER

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

The Contractor shall identify their authorized construction and demolition waste collection and recycling hauler as a subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) SRIANO GARAGE CO. FRIEFIELD		CONSTRUCTION, DEMO & WASTE COLLECTION, HAULER	.5
2) ANTIOCH PAVING CO. INC. ANTIOCH, CA.	129726	Grading & Paving	8.5
3) L & B ENVIRONMENTAL INC. STOCKTON, CA	747572	DEMOLITION	2.5
4) GALISNATI BACKHOE SERVICE, VICTOR CA.	805514	UNDERGROUND UTILITIES	5.2

Note: Attach additional sheets if required

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13) 1) SHAW SYSTEMS SAN FRANCISCO, CA	335389	Landscaping	5.3 5.7 (13)
18) 2) ENVIRO-Crete Inc. MORRO BAY, CA	902980	PERVIOUS concrete	6.4
19) 3) FLYOD Road CONST. LINCOLN, CA	303768	MASONRY	0.7
20) 4) TOM METALS SPECIALIST INC. SAN FRANCISCO, CA	728525	STRUCTURAL STEEL	0.9

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SD/M 24 1) FREEMONT M. KENNERLY CO Klamath Falls, Oregon	2449756	Architectural Case Work	0.5
29 2) ANDY'S ROOFING CO - D.M.C. Milpitas, CA	521860	Roofing	1.1
32 3) U.S. GLASS & ALUMINUM INC. Fairfield, CA	948742	ALUMINUM STOREFRONT ENTRANCE	SD/M 2.5
33 4) COFFEY BUILDING GROUP Placerville, CA	984449	Gypsum Board	1.1

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34) CAPITAL COMMERCIAL FLOORING INC. SACRAMENTO, CA	446458	FLOORING	0.8
SD/nn 35) AFFORDABLE 1 PAINTING INC. VALLEJO, CA	858116	PAINTING	0.5
SD/nn 39) 3) CARPENTRY & REMODELING INC. SACRAMENTO, CA EASTWAY RESTAURANT SUPPLY INC. OAKLAND, CA	125527 278101	FOODSERVICE EQUIPMENT FOODSERVICE EQUIPMENT	1.4 1.2
42) Red Force Technologies Inc. OAKLAND, CA	976347	FIRE SPRINKLER SYSTEM	0.8

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43 1) Plumber by Trade PAITFIELD, CA	985121	PLUMBING	5.0/100 1.6
			5.0/100 2.1
44 2) Virginia Mechanical Inc. TRACY, CA	929944	HVAC	2.5
45 3) B & H Electric Inc. LODI, CA	678435	ELECTRICAL	14.2
			14.2/100
46 4) PRESCO SOLAR MORGAN HILL, CA	901992	SOLAR PHOTOVOLTAIC	2.0
		SOLAR PHOTOVOLTAIC	

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DUNNELL NATURE PARK & EDUCATION CENTER

PERVIOUS CONCRETE QUALIFICATIONS

In accordance with Technical Specification Section 32 13 43 - Pervious Concrete Paving for this contract, the following list of project references is submitted with the proposal and made a part thereof.

If the Contractor fails to provide a minimum of three successful Pervious Concrete Pavement projects, his bid shall be deemed unresponsive.

The Project Name, Address and Owner Contact Information for reference are as follows:

Project Name	Project Address	Owner Name	Contact Information
1) AGATE BED CA PARKING LOT	OCEAN PARKWAY BOLINAS CA	MARIN COUNTY	3501 CIVIL CENTER SAN RAFAEL CA 94903
2) TILDEN FACILITY	2501 GRIZZLY PARK BERKLEY CA	EAST BAY REGIONAL PARK	PO BOX 5381 OAKLAND CA 94605
3) CITRUS SCHOOL	1414 BREASTAR DR HERCULES CA	WEST CONTRA COSTA SCHOOL DISTRICT	510-784-1273
4) PRESIDIO OF MONTREY	NEAR BOX 423 MONTREY	CITY OF MONTREY	353 CAMINO EL ESTERO MONTREY CA 91946
5) CONTRAS CA-071604	HWY 99 FRESNO	CALTRANS	559-243-3885
6) BEHAVIORAL HEALTH	2250 SQUEL AVE SANTA CRUZ	COUNTY OF SANTA CRUZ	701 OCEAN LN SANTA CRUZ CA 95060

Note: Attach additional sheets if required

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NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

Steven L. Diede, being first duly sworn, deposes and says that he or she is President of Diede Construction, Inc.

 the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

June 02, 2014
(Date)


(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

Diede Construction, Inc.

Name of Firm

PO Box 1007, Woodbridge, CA. 95258

Business Address

(209) 369-8255

Phone Number

Signature of Responsible Official Steven L Diede - President

Contractor's License:

a. Class: A B C-2 C-8 C15 C39 ASB HAZ C61/D28 C27

b. Number: 632667

c. Expiration Date: 12/31/2015

FEI Number: 68-0257126

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Diede Construction, Inc. is a California Corporation

P.O. Box 1007 Woodbridge, CA. 95258

Steven L. Diede, President

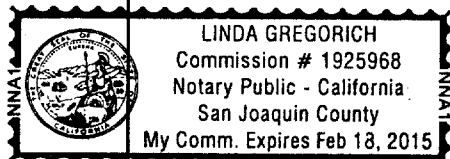
Lillian Diede, Secretary / Treasurer

State of California
County of San Joaquin

Subscribed and sworn to (or affirmed) before me on this 30th
day of May, 2014, by Linda Gregorich,

Notary Public

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

DUNNELL NATURE PARK & EDUCATION CENTER

WHEREAS Diede Construction, Inc.

12393 N. Highway 99, W. Frontage Road, Lodi, CA 95240

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent of the Amount Bid

Dollars (\$ (10% of the Amount Bid)), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 30, 2014

"Contractor"

Diede Construction, Inc.

By: _____
Title

By: _____
Title Steven L. Diede, President

"Surety"

Travelers Casualty and Surety Company of America

By: Patricia M. Simas
Title Patricia M. Simas, Attorney-In-Fact

By: _____
Title

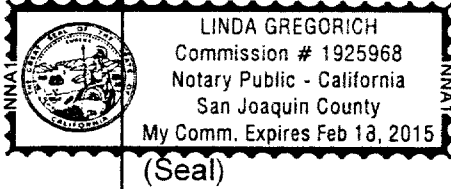
(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

State of California
County of San Joaquin

Subscribed and sworn to (or affirmed) before me on this 30th
day of May, 2014, by Linda Gregorich,
Notary Public,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature

Linda Gregorich

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

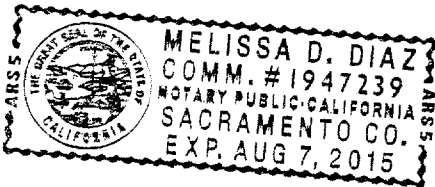
STATE OF CALIFORNIA

County of Sacramento

On May 30, 2014 before me, Melissa D. Diaz, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Patricia M. Simas

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond - Diede Construction

Document Date: May 30, 2014

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 226822

Certificate No. 005681622

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

B. G. Midstokke, Renee Ramsey, Richard W. Pratt, Patricia M. Simas, Katherine Gordon, John J. Weber, and Joseph H. Weber

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of October, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 25th day of October, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

DIEDE CONSTRUCTION INC

to engage in the business or act in the capacity of a contractor in the following classification(s):

- A - GENERAL ENGINEERING CONTRACTOR
- B - GENERAL BUILDING CONTRACTOR
- C-2 - INSULATION AND ACOUSTICAL
- C-8 - CONCRETE

Witness my hand and seal this day,

September 23, 2008

Issued December 4, 1991

CERTIFIED COPY

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

632667
DIEDE CONSTRUCTION INC

632667

12/31/2015

A B C-2 C-8 C-15 C-39 ASB HAZ
C61/D28 C27

www.cslb.ca.gov

Stephen P. Sands

Stephen P. Sands
Registrar of Contractors

632667

License Number



COMMERCIAL · INDUSTRIAL · DESIGN · BUILD

CA License No. 632667
NV License No. 0042319

P.O. Box 1007 · Woodbridge, CA 95258

Lodi (209) 369-8255 · Stockton (209) 464-3352 · Fax (209) 368-0600



Corporate Resolution Diede Construction, Inc.

Officers Authorized to Contract

To authorize the officers to contract and obligate the corporation, in the ordinary course of business, the following resolution was, upon motion duly made, seconded and carried, adopted:

RESOLVED: That the following officers or either of them acting alone is, and the same hereby are, authorized to sign contracts, bind the corporation, submit proposals and bids and otherwise enter into obligations for and on behalf of the corporation:

President – Steven L. Diede
Vice-President – Wayne J. Diede

I, Lillian Diede, Secretary / Treasurer of the Board of Directors of Diede Construction, Inc., do hereby declare and attest that the above resolution of Diede Construction, Inc. is true and correct and was passed unanimously by the Board of Directors of Diede Construction, Inc. at its meeting on October 28, 1991.

Lillian Diede
Secretary / Treasurer



COMMERCIAL · INDUSTRIAL · DESIGN · BUILD

CA License No. 6326
NV License No. 00423

P.O. Box 1007 · Woodbridge, CA 95258

Lodi (209) 369-8255 · Stockton (209) 464-3352 · Fax (209) 368-0600



Diede Construction, Inc.

Diede Construction, Inc. (DDC)'s Contractor's License Number is 632667, and it expires on December 31, 2015.

I state under penalty of perjury that the foregoing is true and correct.

Diede Construction, Inc.

Steven L. Diede President

Authorization to Make Corrections

The DDC representative delivering this bid is authorized to make changes to the bid documents on behalf of DDC and place authorized initials at that change to the bid documents.

Diede Construction, Inc.

Steven L. Diede President

City of Fairfield
DUNNELL NATURE PARK & EDUCATION CENTER
ADDENDUM NUMBER 1

Date: May 22, 2014

TO ALL PROSPECTIVE BIDDERS:

The City of Fairfield (City), located at 1000 Webster Street, Fairfield, California 94533, hereby issues this addendum to the above-stated project and contract.

Bidders are instructed to submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract, and the contract documents to be executed will contain a copy of this addendum.

Any references to page numbers in this addendum are included to assist Bidders in posting the changes in this addendum to the original bidding documents. In cases of conflict between the page reference and the description of the change, the description shall take precedence.

The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal and attach this signed Addendum Cover Sheet to the Bidder's Proposal when submitted.

APPROVED:

ACKNOWLEDGEMENT:



Kevin L. Berryhill
Assistant Director of Public Works/City Engineer

CONTRACTOR Steven L. Diede, President
Diede Construction, Inc.

BIDDER: Return a signed copy of THIS PAGE (only) of this addendum with your proposal, unless directed otherwise. Please insert it and all other addenda signature pages, if any, in numerical order, loosely behind the Proposal signature page in the Proposal and Contract book. Failure to thus acknowledge receipt of and include the provisions of this addendum in your proposal will be just cause for considering your bid to be non-responsive.

City of Fairfield
DUNNELL NATURE PARK & EDUCATION CENTER
ADDENDUM NUMBER 2

Date: June 2, 2014

TO ALL PROSPECTIVE BIDDERS:


The City of Fairfield (City), located at 1000 Webster Street, Fairfield, California 94533, hereby issues this addendum to the above-stated project and contract.

Bidders are instructed to submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract, and the contract documents to be executed will contain a copy of this addendum.

Any references to page numbers in this addendum are included to assist Bidders in posting the changes in this addendum to the original bidding documents. In cases of conflict between the page reference and the description of the change, the description shall take precedence.

The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal and attach this signed Addendum Cover Sheet to the Bidder's Proposal when submitted.

APPROVED:


Kevin L. Berryhill
Assistant Director of Public Works/
City Engineer

ACKNOWLEDGEMENT:

CONTRACTOR
Steven L. Diede, President

BIDDER: Return a signed copy of THIS PAGE (only) of this addendum with your proposal, unless directed otherwise. Please insert it and all other addenda signature pages, if any, in numerical order, loosely behind the Proposal signature page in the Proposal and Contract book. Failure to thus acknowledge receipt of and include the provisions of this addendum in your proposal will be just cause for considering your bid to be non-responsive.



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board**Contractor's License Detail - License # 632667**

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ➔ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ➔ Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed.
- ➔ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ➔ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number**632667****Extract Date 6/5/2014****DIEDE CONSTRUCTION INC****Business Information****Business Phone Number: (209) 369-8255**

**P O BOX 1007
WOODBRIDGE, CA 95258**

Entity**Corporation****Issue Date****12/04/1991****Expire Date****12/31/2015****License Status****ACTIVE**This license is current and active. **All information below should be reviewed.****Classifications****CLASS****DESCRIPTION****A****GENERAL ENGINEERING CONTRACTOR****B****GENERAL BUILDING CONTRACTOR****C-2****INSULATION AND ACOUSTICAL****C-8****CONCRETE****C15****FLOORING AND FLOOR COVERING****C39****ROOFING****D28****DOORS, GATES AND ACTIVATING DEVICES****C27****LANDSCAPING****Certifications****CERT****DESCRIPTION****ASB****ASBESTOS - (for bidding purposes only)****HAZ****HAZARDOUS SUBSTANCES REMOVAL****Bonding****CONTRACTOR'S BOND**

This license filed a Contractor's Bond with
ST PAUL FIRE AND MARINE INSURANCE COMPANY.

Bond Number: SP5900

Bond Amount: \$12,500

Effective Date: 01/01/2007

Contractor's Bond History

BOND OF QUALIFYING INDIVIDUAL

1. The Responsible Managing Officer (RMO) DIEDE STEVEN LLOYD certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 10/19/1998

BQI's Bond History

WORKERS' COMPENSATION

This license has workers compensation insurance with
ZURICH AMERICAN INSURANCE COMPANY

Workers' Compensation

Policy Number: WC581799200

Effective Date: 01/01/2014

Expire Date: 01/01/2015

Workers' Compensation History

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List	Other Licenses
--------------------------------	--------------------------------

NOTE

DUNNELL NATURE PARK & EDUCATION CENTER

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

The Contractor shall identify their authorized construction and demolition waste collection and recycling hauler as a subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) SQUIRO GARBAGE CO. EMERYFIELD		CONSTRUCTION, DEMO & WASTE COLLECTION, HAULING	.5
2) AMTROUT PAVING CO. INC. AMTROUT, CA.	129126	Grading PAVING	8.5 8.5 9.0 9.5
3) L & B ENVIRONMENTAL INC. INC. STOCKTON, CA	747572	DEMOLITION	2.5
4) SALINAS BACKHOUSING SERVICE VICTOR CA.	805514	UNDERGROUND UTILITIES	5.2 5.2 5.0 5.5

Note: Attach additional sheets if required

DUNNELL NATURE PARK & EDUCATION CENTER

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Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
13) SHAW SYSTEMS SAN FRANCISCO, CA	375389	LANDSCAPING	5.3 5.3 <i>Alam</i>
18) ENVIRO-Crete Inc. MORRO BAY, CA	902980	PREVIOUS CONCRETE	6.4
19) FLYOD Road CONST. LINCOLN, CA	303768	MASONRY	0.7
20) FOMSMETALS SPECIALIST INC. SAN FRANCISCO, CA	728525	STRUCTURAL STEEL	0.9

Note: Attach additional sheets if required

DUNNELL NATURE PARK & EDUCATION CENTER

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Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) FREEMONT M. KENNERLY CO KUNAWATH FALLS OREGON	2449756	ARCHAEOLOGICAL WORK	0.5
2) ANDY'S ROOFING CO. INC. MILPITAS, CA	521860	ROOFING	1.1
3) U.S. GLASS & ALUMINUM INC. FAIRFIELD, CA	948742	ALUMINUM STOREFRONT ENTRANCE	2.5
4) COFFEY BUILDING GROUP PLACERVILLE, CA	984449	GYPSON BOARD	1.1

Note: Attach additional sheets if required

DUNNELL NATURE PARK & EDUCATION CENTER

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The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) CAPITOL COMMERCIAL FLOORING INC SACRAMENTO, CA	446458	FLOORING	0.8
2) AFFORDABLE 1 PAINTING LLC VACAVILLE, CA	858116	PAINTING	0.5
3) CAPITOL SHEET METAL SACRAMENTO, CA EASTWAY RESTAURANT SUPPLY INC OAKLAND, CA	125327 278101	60/100 FOOD SERVICE EQUIPMENT FOODSERVICE EQUIPMENT	1.4 1.2
4) Red Force Technologies INC OAKLAND, CA	976347	FIRE SPRINKLER SYSTEM	0.8

Note: Attach additional sheets if required

DUNNELL NATURE PARK & EDUCATION CENTER

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Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
43 1) PLUMBER BY TRADE RAIFIELD, CA	985121	PLUMBING	50/100 1.6
44 2) VIRGINIA MECHANICAL INC. TRACY, CA	929944	HVAC	50/100 2.4
45 3) B & H ELECTRICAL INC. LOOZ, CA	678435	ELECTRICAL	14.2
46 4) PRASCO SOLAR MORGAN HILL, CA	901982	SOLAR PHOTOVOLTAIC	2.0
		SOLAR PHOTOVOLTAIC	

Note: Attach additional sheets if required

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 16th day of July, 2014, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and Diede Construction, Inc., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

DUNNELL NATURE PARK & EDUCATION CENTER

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Cunningham Engineering
numbered T0.0 - T0.6; C0.1 - C5.3; L1.1 - L3.5; A1.1 - A10.2; FS1.1; M0.1, MC1, M0.2 - M5.1; P0.1 - P3.3; S1 - S11; E0.1 - E1.3; AND BC1; (96 Sheets total)
and dated January 17, 2014
- b. Advertisement for Bids.
- c. The Accepted Bid, dated June 2, 2014
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Technical Specifications dated April 30, 2014, including appendices
 - 2) City of Fairfield Standard Details and Specifications, 1998 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.
- f. Performance Bond, dated July 8, 2014
- g. Labor and Material Bond, dated July 8, 2014
- h. Stormwater Pollution Prevention Plan (SWPPP), draft dated December, 2013.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work (excluding 90-day Landscape Maintenance Period) shall be completed within 335 calendar days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to Five Hundred Dollars (\$500) for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

DUNNELL NATURE PARK & EDUCATION CENTER

A. BASE BID

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents and hereby proposes to furnish all materials, labor, equipment, and perform all work in strict accordance with the said plans, specifications, and contract documents, including septic tank removal, if necessary, as described in the Instructions To Bidders, for the lump sum of:

TOTAL BASE BID LUMP SUM AMOUNT = \$2,640,000
(INCLUDES \$5,000 ALLOWANCE FOR SEPTIC TANK REMOVAL)

B. ADD ALTERNATE #1

ITEM No.	ITEM OF WORK	UNIT	QUANTITY	ITEM PRICE	TOTAL PRICE
1.	FREESTANDING TRELLIS STRUCTURES	LS	ALLOW	\$21,500	\$21,500

TOTAL ADD ALTERNATE #1 BID LUMP SUM AMOUNT = \$21,500

C. ADD ALTERNATE #2

ITEM No.	ITEM OF WORK	UNIT	QUANTITY	ITEM PRICE	TOTAL PRICE
1.	WINDOW REPLACEMENT – PROGRAM AREA 'A' ROOM 01, SOUTH WALL	LS	ALLOW	\$6,400	\$6,400

TOTAL ADD ALTERNATE #2 BID LUMP SUM AMOUNT = \$6,400

D. ADD ALTERNATE #3

ITEM No.	ITEM OF WORK	UNIT	QUANTITY	ITEM PRICE	TOTAL PRICE
1.	PREFABRICATED STORAGE SHED	LS	ALLOW	\$15,400	\$15,400

TOTAL ADD ALTERNATE #3 BID LUMP SUM AMOUNT = \$15,400

E. ADD ALTERNATE #4

ITEM No.	ITEM OF WORK	UNIT	QUANTITY	ITEM PRICE	TOTAL PRICE
1.	DECORATIVE CONCRETE FINISH AT NATURE EDUCATION CENTER PATIO	LS	ALLOW	\$8,900	\$8,900

TOTAL ADD ALTERNATE #4 BID LUMP SUM AMOUNT = \$8,900.00

TOTAL BASE BID LUMP SUM AMOUNT AND TOTAL ADD ALTERNATES BID LUMP SUM AMOUNT

(INCLUDES ADD ALTERNATES #1 THROUGH #4) = \$2,692,200

(FOR DETERMINATION OF BID AWARD)

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

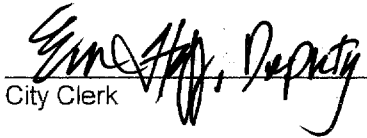
V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

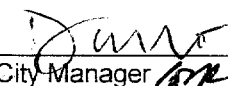
City Clerk


City Clerk

CITY OF FAIRFIELD

By:

City Manager


David A. White

DIEDE CONSTRUCTION, INC.
CONTRACTOR

By:


Steven L. Diede, President

Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A B C-2 C-8 C15 C39 ASB HAZ C61/D28 C27

b. Number: 632667

c. Expiration Date: 12/31/2015

FEI Number: 68-0257126

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____

Authorized by Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	Diede Construction, Inc.
ADDRESS	P.O. Box 1007, Woodbridge, CA 95258
CITY, STATE, ZIP	12393 N. Highway 99, Lodi, CA 95240

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	68-0257126
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE.

Bond No: 106112852
Premium: \$24,807.00

Executed in Duplicate

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

Diede Construction, Inc.

P.O. Box 1007, Woodbridge, CA 95258

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

DUNNELL NATURE PARK & EDUCATION CENTER

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Two Million Six Hundred Ninety Two Thousand Two Hundred and 00/100

Dollars (\$ 2,692,200.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 8, 2014

"Contractor"

Diede Construction, Inc.

By: _____
Title Steven L. Diede, President

By: _____
Title _____

"Surety"

Travelers Casualty and Surety Company of America

By: Patricia M. Simas
Title Patricia M. Simas, Attorney-In-Fact

By: _____
Title _____

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT

State of California
County of San Joaquin

On July 10, 2014 before me, Linda Gregorich, Notary Public
(insert name and title of the officer)

personally appeared Steven L. Diede
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

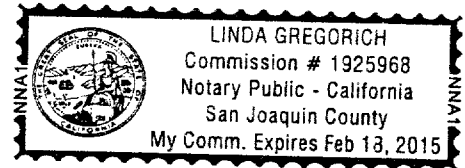
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento

On July 8, 2014 before me, Melissa D. Diaz, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Patricia M. Simas

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond - Diede Construction, Inc. - City of Fairfield

Document Date: July 8, 2014

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 226822

Certificate No. 005681555

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

B. G. Midstokke, Renee Ramsey, Richard W. Pratt, Patricia M. Simas, Katherine Gordon, John J. Weber, and Joseph H. Weber

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of October, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

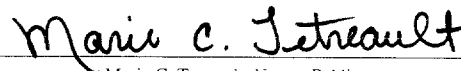
By: 

Robert L. Raney, Senior Vice President

On this the 25th day of October, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

Premium is included in the Performance Bond.
Premium is for contract term and is subject
to adjustment of based on final contract price.

Bond No: 106112852

Executed in Duplicate

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Diede Construction, Inc.

P.O. Box 1007, Woodbridge, CA 95258

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

DUNNELL NATURE PARK & EDUCATION CENTER

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Two Million Six Hundred Ninety Two Thousand Two Hundred and 00/100

Dollars (\$ 2,692,200.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 8, 2014

"Contractor"

Diede Construction, Inc.

By: _____

Title Steven L. Diede, President

By: _____

Title

"Surety"

Travelers Casualty and Surety Company of America

By: Patricia M. Simas

Title Patricia M. Simas, Attorney-In-Fact

By: _____

Title

(Seal)

(Seal)

Note: *This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

ACKNOWLEDGMENT

State of California
County of San Joaquin

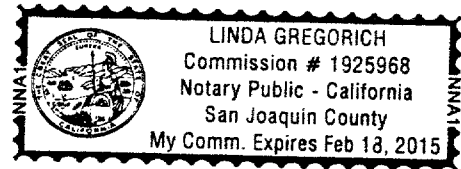
On July 10, 2014 before me, Linda Gregorich, Notary Public
(insert name and title of the officer)

personally appeared Steven L. Diede
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CERTIFICATE OF ACKNOWLEDGMENT - Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, in the year _____, before me, the undersigned
Notary Public in and for said state, personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument, as the Attorney-in-Fact of _____
acknowledged to me that he/she subscribed the name of _____
thereto as principal and his/her own name as Attorney-in-Fact.

Notary Public in and for the

County of _____
State of California

(SEAL)

My Commission Expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento

On July 8, 2014 before me, Melissa D. Diaz, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Patricia M. Simas

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond - Diede Construction, Inc. - City of Fairfield

Document Date: July 8, 2014

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 226822

Certificate No. 005681553

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B. G. Midstokke, Renee Ramsey, Richard W. Pratt, Patricia M. Simas, Katherine Gordon, John J. Weber, and Joseph H. Weber

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of October, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

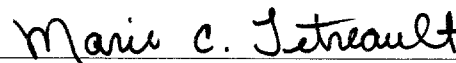
By: 

Robert L. Raney, Senior Vice President

On this the 25th day of October, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public